

01-19-2001



101588259

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

1.4.01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/> <input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<b>Conveyance Type</b> <input type="checkbox"/> Assignment <input type="checkbox"/> License <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="text"/> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="text"/>
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**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date   
 Month Day Year  
 Formerly  1807019

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other   
 Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
 City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other   
 Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/18/2001 MTHA11 00000210 230800 1807019  
01 FC:481 40.00 CH  
02 FC:482 50.00 CH

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party Only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

212-310-8594

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1807019"/>	<input type="text" value="1781062"/>	<input type="text" value="1618411"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Dawn Harrington

Name of Person Signing



Signature

January 3, 2001

Dated Signed

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of January 3, 2001, by Geneva Steel LLC, a Delaware limited liability company (the "*Borrower*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*Citicorp*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Agent*").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 3, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Borrower, the Lenders and Issuers party thereto and Citicorp, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of the Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*");

(a) all of its Trademarks and Trademark Licenses to which it is a party referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License to the extent the same constitutes Material Intellectual Property; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

GENEVA STEEL LLC

By: Joseph A. Cannon  
Name: Joseph A. Cannon  
Title: President

Accepted and Agreed:

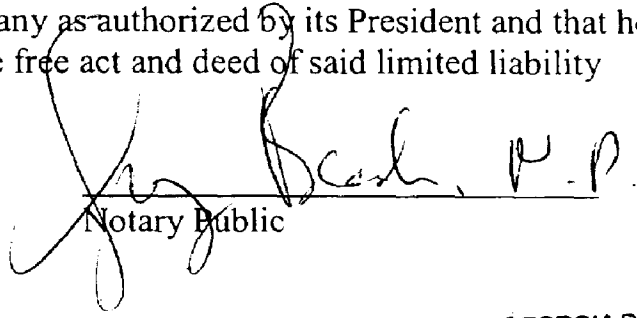
CITICORP USA, INC., as Agent

By: David Jaffe  
Name: DAVID JAFFE  
Title: VICE PRESIDENT

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York  
COUNTY OF New York SS.

On this 14<sup>th</sup> day of December, 2000 before me personally appeared Joseph A. Cannon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Geneva Steel LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its President and that he acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public

GEORGIA BEACH  
NOTARY PUBLIC, State of New York  
No. 31-4907366  
Qualified in New York County  
Commission Expires Sept. 23, 2001

# SCHEDULE I

## Trademark and Trademark Licenses

### LICENSED TRADEMARKS:

<u>TYPE OF PROPERTY</u>	<u>LICENSOR</u>
Patent and Trademark	ENSR Corp.

### TRADEMARKS OWNED:

<u>NATURE OF OWNERSHIP</u>	<u>DESCRIPTION</u>
Trademark (federal)	Geneva, No. 1807019
Trademark (federal)	Geneva Steel & "G" logo, No. 1781062
Trademark (federal)	GS, No. 1618411
Trademark (state)	Geneva Steel, File Nos DB 080541 & DB 126984